

Iowa Northland Regional Transit

ATU #1623

7/1/2005 6/30/2007



Iowa Northland Regional Transit Commission

Labor Agreement

July 1, 2005 – June 30, 2007

THIS AGREEMENT IS BETWEEN

THE IOWA NORTHLAND REGIONAL TRANSIT COMMISSION

hereinafter referred to as the “Employer”,

and the

AMALGAMATED TRANSIT UNION,

LOCAL 1192,

hereinafter referred to as the “Union”,

and is effective as of 12:01 A.M., July 1, 2005 - June 30, 2007.

WITNESSETH

The Employer and the Union agree mutually as follows:

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ARTICLE I
RECOGNITION AND REPRESENTATION

1.01 RECOGNITION/CERTIFICATION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all drivers (buses, vans, cars and any other vehicle), only, as set forth in Public Employment Relations Board Certification Order, Case 4191, as amended.

1.02 NON-DISCRIMINATION IN EMPLOYMENT

Neither the Employer, nor the Union, shall discriminate in violation of law against any employee because of the employee's race, color, religion, sex, age, union activity or lack thereof, disability, or national origin.

1.03 INDEMNIFICATION FOR AND PAYROLL DEDUCTION OF UNION DUES, FEES AND ASSESSMENTS

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time upon Thirty (30) days written notice to the Employer, the Employer agrees to deduct the regular monthly Union dues, COPE contribution, fees and assessments, of that employee from his/her first pay check of the month and remit the deduction within Ten (10) days from that first pay day of the month to the official designated by the Union in writing to receive the deductions. The Financial Secretary shall notify the Employer in writing of the exact amount of the dues, fees and assessments, to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article. The Union assumes full responsibility for the disposition of the money so deducted once it has been forwarded to and received by the duly authorized agent of the Union.

1.04 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Public Employee Relations Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Public Employee Relations Act. The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

1.05 UNION VISITATION

The Representative(s) of the Union who has been previously identified by the Union to the Employer, or its designated representative, must give notice to the Employer of their intention to visit, before coming upon the non-public portion of the Employer's property, to ascertain whether or not this Agreement is being complied with. Further, the Representative(s) of the Union must secure permission from the Employer, or its designated representative, if the Union Representative desires to accompany an employee while that employee is transporting passengers on behalf of the Employer. Finally, the Union representative shall conduct their visits so as not to interfere with the Employer's business operation and service to the customers thereof.

1.06 RELEASED TIME

A. Union Business with Employer

Unless otherwise agreed, generally, only One (1) representative of the Union will be released by the Employer for purposes of participating on behalf of the Union in joint meetings with the Employer. The foregoing shall apply to meetings involving, but not limited to, the following: grievance conferences and grievance arbitration procedures; and Labor Management and Safety Committee meetings. However, Two (2) representatives shall be released for negotiation, mediation, fact-finding and arbitration pertaining to this Contract. The employee so released shall be required to check out and shall not be compensated by the Employer for time spent performing functions listed above, during hours the employee would have otherwise been normally scheduled to work. Notice of which employees will be serving shall be given to the Employer, as much as is reasonably possible, except in emergencies, in advance of the day the employee is to be released for this purpose.

B. Union Business, Training and Conventions

For Union business other than that provided for above, unless otherwise agreed, only One (1) representative of the Union will be released by the Employer for purposes of attending and/or participating in the conduct of Union business, training activities, or meetings and conventions. In no event, shall the employee selected by the Union for such purposes, be released for more than Ten (10) days in any One (1) Contract year.

1.07 SELECTION OF UNION OFFICERS AND AUTHORITY

The Employer recognizes the Union's right to select officers from among the employees in the Unit. Once selected, the Employer shall be notified, in writing, of the officer's identity. Once selected, the authority of the officer/representative shall be limited to the rights and responsibilities authorized by law.

ARTICLE II MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

The Employer retains the right, unless otherwise provided herein, to supervise and direct the work force and the responsibility for management of the business, and shall have the right to hire, suspend, demote or discharge employees for just cause; to plan and assign work; to increase and decrease the working force; to prescribe and enforce reasonable policies and rules; to establish and schedule routes, working hours, shifts, split-shifts, etc.; to establish work loads; to generate records on employee production; to determine employee qualifications; to enforce reasonable work rules through employee discipline, as provided for herein; to schedule overtime hours of work; to contract or subcontract Bargaining Unit work, only, upon agreement with the Union, which agreement shall not be unreasonably withheld; to establish job descriptions and reasonable levels of performance for employees; and to otherwise manage the affairs of the Employer.

2.02 RULES AND REGULATIONS

The Employer may, from time to time, develop, put into effect, and enforce reasonable work rules through employee discipline, as provided herein. Proposed rules will be sent to the Union Thirty (30) days prior to their effective date, unless mandated by federal or state legislation to be effective within a shorter timeframe.

ARTICLE III DEFINITIONS

3.01 ELIGIBILITY FOR EMPLOYMENT

A. Commercial Drivers License, Endorsements, or Certifications

As a condition of continuing employment, all employees shall acquire and/or maintain, in current, valid condition, any and all licenses, endorsements, permits, or certifications necessary to operate motor vehicles in a public transportation system, and may include those required for transporting school children. Employees hired prior to July 1, 1996, shall have a Class "C" license with passenger endorsement. Employees hired after to July 1, 1996, shall have a Class "B" license with passenger endorsement.

1. New Hires

All newly hired employees shall secure the required Commercial Drivers License, Class "B" with passenger endorsement, at their own expense and on their own time. If certification of operational qualification for a particular vehicle is necessary for operation of an Employer vehicle, the Employer agrees to provide that particular vehicle for a reasonable time to enable the prospective new employee to perform the operational portion of the examination.

2. Current Employees

Current employees shall be required to maintain the appropriate licenses, endorsements, permits, and certifications during their employment. Should any of the current employees be required to take a written or operational examination during their employment, the Employer shall grant that employee time off to take the exam, scheduled as may be convenient for the Employer's service run, and the use of an Employer vehicle, if that use is necessary to take the operational portion of the exam.

3. License Renewal Fees

All full-time and part-time employees shall be reimbursed for fees incurred for a Five (5) year license renewal, as required above. If an employee who was reimbursed for their license resigns or voluntarily reduces their classification to a "casual" employee within Two and one-half (2.5) years of license reimbursement, the employee shall pay the Employer for one-half (1/2) of the license renewal reimbursement.

B. Safe Driving/Criminal Record

All employees may be required, at least annually, to provide the Employer authorization to allow the Employer to secure copies of, their updated driving and criminal records. No employee may be removed from employment for offenses disclosed by them to the Employer at the time they were employed. The failure to renew or acquire and/or the loss or suspension of the required license or certification, shall result in the suspension of the employee from their employment. If the license or certification is not reinstated within Thirty-five (35) calendar days from the day of the employment suspension, the employee may be terminated.

C. Insurance Coverage

1. Insurability

The failure of an employee to be insurable shall result in unpaid suspension from employment. Employees on such suspension shall be afforded a period of Ninety (90) days to rehabilitate their driving record so as to regain insurability. During this suspension, the employee(s) will retain and accumulate seniority, but will not be paid wages or accumulate other benefits. If the employee shall fail to regain insurability, absent good cause for further extension, the Employer may terminate the employee at the end of the Ninety (90) day suspension period.

2. Triggering Events for the Purposes of Disciplinary Action

The following are considered to be events that will trigger appropriate Employer response, as hereinafter provided.

a. Chargeable Accident

An accident in an Employer's vehicle being operated by an employee resulting in personal injury or property damage valued in excess of one thousand dollars (\$1,000.00) (This amount will be increased as provided for in the Code of Iowa), for which the employee is more than Fifty (50) percent at fault. The initial recommendation regarding the assessment of fault shall be made by the Accident Review Committee. The above-described events must be reported to the Employer and the Department of Public Safety of the State of Iowa pursuant to Chapter 321.266(2) of the Code of Iowa, as revised.

b. Chargeable Incidents

Any collision in an Employer's vehicle resulting in property damage which is not covered by the provisions in (2)(a), above.

c. Moving Violation

A citation for a moving violation of State Traffic Laws, County or Municipal traffic ordinances, committed by an employee, in an Employer's vehicle, to which the employee either pleads guilty, is convicted, forfeits bond and/or pays a fine. These violations are required to be reported within Thirty (30) days to the Employer and to the Department of Public Safety of the State of Iowa pursuant to Chapter 321.491 of the Code of Iowa (1995).

3. Appropriate Employer Response -- Separate From Insurability Issues

a. Oral Warning

For a first incident, as provided in (2)(b) above, an oral warning shall be issued by the Employer.

b. Written Warning and Safety Training

For a first chargeable accident (2)(a) or moving violation (2)(c), or a second incident (2)(b), the Employer shall issue a written warning and shall, at its expense and on Employer time, conduct a safety training program which the employee shall be required to complete.

c. Suspension

For a second chargeable accident (2)(a), second moving violation (2)(c), or a third incident (2)(b), the Employer may suspend the employee without pay for up to a period of Ten (10) working days.

d. Discharge

For a third chargeable accident (2)(a), a third moving violation (2)(c), or for a fourth incident (2)(b), the Employer may terminate the employee.

4. Aging Triggering Events for the Purposes of Disciplinary Action

"Triggering events", as defined above, shall remain a valid basis for Employer response, as hereinafter provided, for a period of Thirty-six (36) months. When the "triggering event" is no longer basis for Employer response, all information and reference to the "triggering event" shall be transferred into an inactive portion of the employee's personnel file. Once placed in the inactive portion of the employee's file, the information may only be used as follows:

a. Claims by Employee

In the event that an employee shall bring a claim against the Employer of any kind or nature, the Employer may use any and all information in the employee's inactive file, as may be deemed necessary by the Employer to conduct its defense.

b. Employee Authorization

The information in the employee's inactive file may be submitted in response to an employment history inquiry, if authorized by the employee.

D. Passenger Assistance Training

All new employees will be required to successfully complete the Passenger Assistance Training course during their probationary period.

3.02 FULL-TIME EMPLOYEE

A full-time employee is any employee who is operating a Service Run regularly scheduled for Thirty (30) hours per week, or more, except when on authorized leave status. Full-time employees are entitled to receive the paid leave benefits provided in this Agreement; and accumulate seniority in accordance with Article IV - Seniority of this Agreement.

3.03 PART-TIME EMPLOYEE

A part-time employee is any employee who is operating a Service Run regularly scheduled for Twenty (20) hours per week, or more but less than Thirty (30) hours per week, except when on authorized leave status. Part-time employees are entitled to receive the paid leave benefits as provided in this Agreement and accumulate seniority in accordance with Article IV - Seniority of this Agreement.

3.04 CASUAL EMPLOYEES

Casual employees are employees who regularly operate a Service Run or are regularly scheduled to operate the Service Run for an average of less than Twenty (20) hours per week, or are placed on the work schedule only as needed, and do not work on a regular basis. Casual employees may be called in to substitute for employees who are absent from work, or to fill in the work schedule. Casual employees do acquire seniority but do not share in other fringe benefits available under this Agreement for full-time and part-time employees. The Union shall be advised and notified when any new hire is classified in the above classification.

3.05 EMPLOYEE

Whenever the unqualified, word "employee" is used in this Agreement, it shall be construed and interpreted to mean and refer to all employees covered by this Agreement.

3.06 EMPLOYEE CLASSIFICATION

All employees shall be initially classified on their date of hire. Thereafter, employees eligible for classification shall be classified as per the above set forth standards at the conclusion of the current Service Run selection period, June 30 and December 31. The classification designated on that date shall remain throughout the next Six (6) months, or until the next classification date, irrespective of the number of hours that may be worked, unless altered by the employee's request and agreed to by the Employer, Service Run selection, or a reduction in force and bumping as a result thereof.

3.07 BENEFIT DAY

For full-time and part-time employees entitled to benefits hereunder, a benefit day shall be calculated as follows:

A. Full-Time Employees

For full-time employees, a benefit day shall be composed of Eight (8) hours.

B. Part-Time Employees

For part-time employees, a benefit day shall be composed of Five (5) hours.

Those eligible for benefits (e.g. vacation, holiday, casual day, funeral leave, etc.) shall receive their regular hourly rate of pay multiplied by the hours in their benefit day as full compensation therefore under the terms and provisions of this Agreement.

To further clarify, for the full-time employee, a day of vacation, holiday, etc., shall be Eight (8) hours of pay at their regular rate, no matter how many hours of work might have been scheduled for that day. One week of benefit shall be equal to Five (5) benefit days of pay. For sick leave, however, the full-time employee will only be paid for the number of hours that they would have worked, per their service run assignment, on the day they were sick. Part-time employees shall receive similar treatment.

ARTICLE IV SENIORITY

4.01 SENIORITY DEFINITION

Seniority means an employee's length of continuous service with the Employer since their last date of hire, meaning that day upon which the employee is entered on the payroll of the Employer, unless adjusted as provided herein. When Two (2) or more employees have the same date of hire, conflicts in seniority will be resolved according to alphabetical sequence, determined by the employee's surname. In the event that the surnames are identical, the lowest social security number possessed by the employees with identical date of hire seniority will prevail. Seniority shall be administered on a Unit-wide basis.

4.02 PROBATIONARY PERIOD

A new employee shall serve a probationary period of Ninety (90) days. Upon completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from their date of hire. New employees may be terminated during the probationary period without recourse to the Grievance Procedure. New employees may, however, during their probationary period, access the Grievance Procedure for other qualified purposes. Unless otherwise provided, a probationary employee shall be entitled to fringe benefits under this Agreement, however, a probationary employee shall earn, accrue and accumulate hours of sick leave and vacation entitlement during their probationary period, but shall not be eligible to use either until after the completion of the probationary period.

4.03 QUALIFICATIONS AND SENIORITY

The eligibility of an employee for a particular job assignment shall depend upon their qualifications therefore and their seniority as hereinafter provided.

A. Qualifications

1. Objective Standards

In order to be eligible for a particular job assignment, the Employee must possess the necessary certifications required for that job assignment. First, the Employee must possess and maintain the appropriate commercial driver's license. Second, the Employee's updated criminal and driving records shall be considered. Third, the Employee must have completed any and all additional training that is required. In addition, passing an initial physical, to be paid for by the Employer, shall be mandatory for drivers who are required by the Employer to perform services. If the state requires the Employer's drivers to obtain a school bus permit, the Employer shall pay for the physical as well as for an hour of regular hourly wages for actual time spent taking a school bus transportation physical. Failure to meet one (1) or more of these standards may result in loss of seniority and a break in the employment relationship.

2. Subjective Standards

In order to be eligible for a particular job assignment, the employee must be physically able to perform the entire job assignment for which the employee claims to be qualified. The initial determination of physical qualification shall be made by the Employer. To contest the Employer's determination, the employee shall be required to submit to the Employer, written physician certification of the employee's physical qualification for the job assignment. Upon submission of the required physician certification, the employee may file a grievance in the event that the Employer shall continue to refuse to accept the employee as physically able to perform the job assignment, or as an alternative, proceed under Section 7.17 of the grievance procedure.

3. Failure to Meet Standards

The failure of an employee to qualify or accept work for a period of Six (6) months may be considered a voluntary quit by the Employer.

B. Seniority

Seniority of eligible employees shall be determined as provided in Section 4.01 - Seniority Definition of this Article.

C. Notice of Employee and Job Qualifications

1. Employee Qualifications

It shall be the duty of the Employer to provide to each employee, a list of the qualifications for that employee that are currently on file with the Employer. The list shall be forwarded to the Employee with the first paycheck in the months of June and December, or at any time requested by the employee. The employee shall be responsible for keeping the list on file with the Employer current. As employees expand their qualifications, the list will be updated.

2. Expanding Employee Qualifications

Employees desiring to expand their qualifications shall notify the Employer of that desire. The Employer shall make reasonable effort to provide the desired training to the employee.

3. Job Qualifications

All required qualifications for a specific Service Run shall be listed on the Bid Sheet. Only employees possessing the necessary qualifications shall be eligible to bid.

4.04 SENIORITY LIST

A. Maintenance of the List

The Employer shall maintain at all times an accurate Seniority List, updated as employees terminate their employment relationship and/or new employees are hired. Written notice of any change in the Seniority List shall be forwarded to the Union at the time the change is made.

B. Notice

An updated written Seniority List shall be mailed to each employee with their first paycheck in the months of June and December and with the Notice of any new or vacant positions. A copy of the updated Seniority List shall also be mailed to the Union at the same time. As new employees are added to the Seniority List, a copy of the updated Seniority List shall be forwarded to the Union.

4.05 JOB POSTING

A. Vacant/New Positions

No permanent vacancy, or newly created position in the Bargaining Unit will be filled by hire from the outside, until Five (5) working days after the date on which employees have been forwarded notice of the vacant or new position and have had the opportunity to bid for such position pursuant to the standards set forth in Section 4.03 Qualifications and Seniority of this Article. Employees who are going to be absent from their residence for a Five (5) day period, or more, may protect their seniority and bid rights to vacant and/or new positions that may arise by delivering to the Employer, in writing, the phone number to a location where they may be reached during their absence.

B. Semi-Annual Service Run Selection

Employees shall be able to select the Service Run of their choice, at least two (2) times per year, as provided herein:

1. Semi-Annual Service Run

Service Runs shall be structured by the Employer as provided in Section 4.13 and shall commence with the first day of the first pay period beginning after January 1, and the first day of the first pay period beginning after July 1.

2. Notice

Unless delayed by circumstances out of the Employer's internal control, the Service Runs to be selected shall be mailed to each employee with their second paycheck in the months of June and December. If delayed the Service Runs shall be mailed to each employee by certified mail, return receipt requested, as soon as reasonably possible. If delayed, the Union shall have the option to do either of the following:

a. Extension of time

To extend the commencement of the Service Run period to a subsequent pay period; or

b. Reduction of time

To shorten the normal period of time between the mailing and the commencement of the Selection Process.

3. Selection

Unless modified as provided above, the Selection Process shall be conducted after notice and before the commencement of the Service Run Period, at a time and on a date that is mutually agreeable with the parties. In the Selection Process, employees in the following order shall exercise their selection rights.

a. Full-time Employee

Each full-time employee, in order of seniority, shall select the Service Run they desire to operate until the next regularly scheduled semiannual Service Run selection.

b. Part-time Employee

Each part-time employee, in order of seniority, shall select the Service Run they desire to operate until the next regularly scheduled semiannual Service Run selection.

c. Casual Employee

Each casual employee, in order of seniority, shall select the Service Run they desire to operate until the next regularly scheduled semiannual Service Run selection.

4. Service Runs Not Initially Selected

Any remaining Service Runs not selected for operation by a member of the Bargaining Unit shall be available to be divided and shared by and between the other employees, as long as the combination of the additional Service Run(s) with their newly selected run does not result in over-time expense to the Employer. This final selection process shall continue until all Service Runs are selected or there is no further interest in their selection. Any conflict between employee selection shall be resolved by giving preference to the most senior qualified employee(s), in the classification priority established in paragraph 3, above. Any days on any Service Runs that remain unselected may be filled by the Employer by hiring from the outside. Any employees not selecting a Service Run, shall be placed on casual status to be utilized by the Employer on an on-call basis.

5. Absence At Selection

If, for any reason, an employee is absent at a Service Run selection, the following shall apply:

a. Advance Instructions

Any employee who knows in advance that they will be unable to attend a Service Run selection may communicate their preferences to the Employer either in writing or by calling in advance of the selection. The employee's selection, in the order of the employee's seniority by and within classification as provided in Section 4.05 (B) (3) (a-c), shall be exercised by the Employer. If the employee's selection cannot be exercised, because the Service Run is no longer available, the Employer shall be authorized, without liability, to select a Service Run within the employee's normal geographical work area, including scheduled hours of work approximating the employee's preference or the current hourly schedule as closely as possible, for which the employee is qualified as provided in this Article.

b. Failure to Appear or Instruct

Any employee who fails to appear or instruct the Employer regarding their Service Run selection preference shall be deemed, by that failure to have authorized the Employer, in the order of the employee's seniority by and within classification as provided in Section 4.05 (B) (3) (a-c), to select that Service Run within the employee's normal geographical work area, including scheduled hours of work approximating his/her current hourly schedule as closely as possible, for which the employee is qualified as provided in this Article.

4.06 TRANSFERS

Transfers within the Bargaining Unit shall be made pursuant to the provisions of Section 4.03 - Qualification and Seniority of this Agreement, above.

A. Voluntary Transfers

Voluntary transfers shall be first offered to the most senior qualified employee(s) in order of their seniority.

B. Involuntary Transfers

In the event that the vacant position remains vacant after the voluntary transfer procedure has been utilized, then the involuntary transfer procedure shall be used which shall require the least senior qualified employee to transfer to the vacant position or accept a voluntary layoff.

4.07 REDUCTION IN WORK FORCE

When the work force is to be reduced, the least senior qualified employee (determined as set forth in Section 4.03 Qualifications and Seniority of this Agreement above) shall be first laid off. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, on condition that they are qualified and possess the necessary skills and abilities to perform the work opportunity available on recall as determined pursuant to Section 4.03 - Qualifications and Seniority of this Agreement. The vacant position created by layoff, if any, shall be filled pursuant to Section 4.06 - Transfers, of this Agreement.

4.08 RECALL FROM LAYOFF

It shall be the duty of the employee to provide the Employer information with respect to any change of address, or availability for recall. Employees who are laid off shall be placed upon a recall list. When an employee is notified of the availability of a position for which he/she is qualified, he/she must accept the offer of reinstatement within Seventy-two (72) hours of the date of the notice, and report for work within Fourteen (14) days of the date of the notice, or forfeit any future opportunity for reinstatement. Notice of recall shall be given to the employee, in writing, by certified mail, return receipt requested, forwarded to the employee's last address as shown upon the employee's record, as it may be updated by the employee during the layoff.

4.09 NOTICE TO UNION

The Union shall receive notice of the layoff of any employee Ten (10) days in advance of the effective date thereof. Further, notice of the recall of any employee shall be given to the duly authorized representatives of the Union at the same time that it is forwarded to the affected employee.

4.10 LOSS OF SENIORITY

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

A. Employee quits

B. Employee discharge unless reinstated

C. Engaging in other work while on leave of absence, without prior approval of the Employer, or giving false reason for obtaining leave of absence

D. Failure to accept reinstatement within Three (3) days and/or to report to work within Fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to Employer Records as provided in Section 4.08 above

E. After the continuous period of employee layoff exceeds Three (3) years

F. Failure of an employee to report as required by this Agreement

4.11 EMPLOYEE'S RESPONSIBILITIES

It is the employee's responsibility to keep the Employer informed, at all times, of their current address and phone number.

4.12 SENIORITY SUSPENDED FOR EMPLOYMENT OUTSIDE THE BARGAINING UNIT

When a Bargaining Unit employee leaves Bargaining Unit work, but continues to be employed by the Employer, their seniority shall be suspended as of the date of their departure. Should they return to the performance of Bargaining Unit work for the Employer within Ninety (90) days, they shall return with the seniority previously accumulated.

4.13 SERVICE RUN STRUCTURE

The guiding principal in the development of the Service Run structure, or work schedule, of the Employer shall be to create the maximum number of full-time employment opportunities that are reasonably possible and practical for the efficient, cost-effective delivery of regional, paratransit service.

4.14 SERVICE RUN ADJUSTMENT

A. Short-term

Short-term Service Run adjustments, for no more than Ten (10) consecutive days, made necessary by passenger cancellation, addition, or time change, shall be made based upon seniority, qualification (function), geography, regular work start and end times, and avoidance of overtime, etc., and shall not trigger the bumping rights of an affected employee.

B. Long-term

Any unanticipated (e.g. non-seasonal, etc.) reduction in the work hours of a Service Run, which is permanent in nature, (more than Ten (10) days), shall entitle the employee whose Service Run is reduced, and others who may be affected thereby, to bumping rights as follows:

1. Initial Right to Bump

For a period of Five (5) working days from the date on which the employee is notified that their Service Run is to be adjusted by a reduction in hours, the affected employee may bump a less senior employee from a Service Run that the bumping employee is qualified to operate for the remainder of the current pick. If the affected employee fails to exercise their bumping rights within the Five (5) day period, by notifying the Employer in writing of the Service Run desired, the right to bump is waived.

2. Bumped Employees

An employee who has been bumped, as per the procedure set forth above, shall be entitled to exercise the same bumping rights, per the procedure set forth above, until the least senior, qualified employee is moved to casual status or no further bumping rights are exercised.

3. Casual Status

As an alternative to exercising their bumping rights, any employee whose Service Run is affected, as provided above, shall have the right to move to casual status for the remainder of the current pick. As a casual employee, they shall be entitled to work assignments as provided in Section 10.08 of this Agreement.

ARTICLE V ABSENCE/TARDY CONTROL

5.01 PURPOSE AND INTENT

Because of the nature of the Employer's business, and the inter-dependence and reliance by all employees AND CUSTOMERS upon each other, absence/tardiness of employees has an extremely disruptive effect on the efficiency and quality of the Employer's operation. To the end that good employees are not penalized by intrusion into their own private-life schedules made necessary by the absence of others, and that the habitual offending employees can be disciplined up to and including elimination from the work force of the Employer, the following is established to allow each employee to control their continuing employment relationship with the Employer.

5.02 DEFINITIONS

The following are accepted as the definitions for purposes of the administration of this Article:

A. Tardy

A tardy is defined as the unexcused failure of an employee to report at the commencement and remain to the conclusion of their regularly or specially assigned work shift. In no event shall an employee be charged with more than One (1) tardy per shift, a tardy, for purposes of this Article, shall be counted as One-half (½) working day.

B. Absence

Absence is an employee's unexcused failure to appear for the entire regular or specially assigned work shift. An absence may be unexcused even though the employee may give notice to the Employer. An absence, for purposes of this Article, shall count as One (1) full working day.

5.03 OCCURRENCES OF ABSENCE OR TARDINESS WITHIN A ROLLING ONE HUNDRED EIGHTY (180) DAY PERIOD OF TIME

For the purposes of calculating the penalties for absence or tardiness, or the combination thereof, as hereinafter provided, all occurrences of absence or tardiness, not excepted as hereinafter provided, which shall occur within a rolling One hundred eighty (180) day period of time, shall subject the offender to the penalties provided in Section 5.04 - Penalties for Absence/Tardiness of this Article.

5.04 PENALTIES FOR ABSENCE/TARDINESS

Effective with the commencement of the 1991-92 Collective Bargaining Agreement, and applied prospectively only, employees who have had a combined absence and/or tardy occurrence(s) of a cumulative total of more than Three (3) working days for either or both violation(s), within a One hundred eighty (180) day rolling period of time, shall be subject to the following disciplinary procedures:

A. First Offense

Written warning.

B. Second Offense

Up to Three (3) days suspension, which shall be recorded and become a part of the employee record. Even though treated as though the employee were suspended from his/her employment, the employee shall be required, however, to serve the suspension within the continuing employment of the Employer. Any incident of unexcused absence/tardiness during the working suspension shall be deemed to be a third (3rd) offense to be penalized as hereinafter provided.

C. Third Offense

Up to Ten (10) working days of actual suspension without pay from the Employer's employment.

D. Fourth Offense

May be immediately discharged, or severely disciplined, at the discretion of the Employer.

As of the commencement of the 1991-92 Collective Bargaining Agreement, each employee shall start with Zero (0) offenses in their absence/tardy record so that no penalty will be imposed related to absence/tardiness that occurred prior to the effective date of that Collective Bargaining Agreement. Each offense noted above shall remain viable as a basis for advanced discipline for a period of Six (6) months from the date it is imposed. Factors determining the severity of suspension shall include, but not be limited to, the reason for the absence/tardiness, the amount of advance notice given, the number of tardies per shift, etc.

5.05 EXCEPTED/EXCUSED ABSENCE/TARDINESS

A. Contractual holidays

B. Paid and unpaid vacation days as provided in Article XII and approved unpaid leave as provided in Article XIV

C. When an employee is laid off or sent home by the Employer for operational reasons

D. Any sick day which is substantiated and documented by employee's physician, or confirmed by the Employer

E. Job-related injury

F. Jury duty

G. Military duty

H. Paid funeral leave

I. Approved leaves of absence

J. Maternity leave

K. Any disciplinary suspension

5.06 NOTICE TO EMPLOYER

All employees shall give to the Employer as much advance notice of an inability to report for work as scheduled as possible, but in no event less than One (1) hour prior to the commencement of the employee's regularly scheduled work assignment, except in bonafide, verified cases of illness or emergency. The employee shall report the inability to report to work to the Employer or the Employer's designated representative by telephone.

5.07 FORFEITURE OF RIGHT TO OPERATE SERVICE RUN ON DAY OF TARDY

A tardy employee shall forfeit his/her right to operate his/her Service Run in the event that another employee has already been called, agreed to replace them on their day of tardy, and actually reports to work. However, if a tardy employee reports for work before the replacement employee, the Employer must try to contact the replacement employee to cancel his/her assignment. If the replacement is reached prior to reporting for work, the tardy employee shall be allowed to operate his/her Service Run. By reporting for work, the tardy employee reduces his/her penalty from an incidence of absence to an incidence of tardy, whether or not the tardy employee operates his/her Service Run.

**ARTICLE VI
AUTHORIZED DISCIPLINARY ACTION**

It is understood and agreed by and between the parties that this Article dealing with the subject of discipline is not intended to include, nor should it be construed or interpreted to include, routine, oral, corrective instructions given by a supervisor to an employee in the normal course of an employment relationship.

6.01 DISCIPLINARY ACTION - NOTICE REQUIRED

Any disciplinary action taken by the Employer shall be taken for just cause. Whenever employee performance falls below accepted standards, or whenever an employee is guilty of misconduct or disobedience or whenever an employee is guilty of an infraction of any rule of conduct, his/her supervisor shall inform the employee promptly and specifically of the alleged violation. Depending upon the severity thereof, and the history of similar and/or past offenses, any One (1) or more of the following actions, if appropriate, may be taken by the supervisor.

A. Oral Warning

For a first offense, an oral warning shall be given to the employee and the nature of the warning, thereafter, reduced to written form, signed by the supervisor and employee, and placed in the employee's personnel folder. The required signature of the employee on the written form is merely an acknowledgment of the receipt of the document and shall not be construed as an admission of guilt, or an admission that the allegations contained in the written form are true. A copy of the written form shall be delivered to the employee, and a copy shall be forwarded to the Union. The written form in the employee's personnel file reporting the giving of an oral warning shall remain in the employee's active file for a period of One (1) year, during which time it can form the basis for additional and further action by the Employer. Following the expiration of a One (1) year period of time from the date on which the oral warning was given, the written record thereof shall be transferred to an inactive portion of the employee file, and the information contained therein shall be released, if at all, only with employee's authority and/or request.

B. Written Warning - Suspension

Following the oral warning, a reasonable time for improvement and correction will be allowed before any further disciplinary action is initiated. When an oral warning has not resulted in corrected behavior, a written warning shall be delivered to the employee, a copy thereof to be forwarded to the Union, and a final copy to be placed in the employee's personnel folder. Upon the issuance of this second warning, in written form, or depending upon the severity of the offense the first warning, the employee's supervisor may suspend an employee without pay for a period not to exceed Ten (10) working days. Written warning so issued shall remain in the employee's active file for a period of One (1) year, during which time it can form the basis for additional and further action by the Employer. Following the expiration of the One (1) year period, the written warning shall be removed from the active portion of the employee's personnel folder and placed in the inactive portion of the employee's folder, with the information contained therein not to be released unless authorized and/or requested by the employee.

C. Discharge

Following the issuance of a written warning, a reasonable time for improvement or correction will be allowed before any disciplinary action is initiated; however, when a written warning has not resulted in corrected behavior, the supervisor shall have the option to terminate the employment relationship with the involved employee. Notice of termination shall be sufficient if in writing, stating the reason therefore, a copy thereof being delivered to the employee, the Union and also placed in the employee's personnel folder.

6.02 DISCIPLINARY ACTION - NO NOTICE REQUIRED

An employee may be discharged on an immediate basis, without notice or warning, written or oral, subject only to the disciplinary conference as provided for in Section 6.03 and, thereafter, the processing of a grievance through the appeal procedures provided for in Section 6.04, for any one (1) or more of the following:

- A. Failure to report for his/her employment for a period of Two (2) consecutive days without satisfactory explanation and advance notice to the Employer**
- B. Possession, consumption/use of intoxicants/non-prescription controlled substances, before and/or during duty hours**
- C. Theft or dishonesty**

- D. Abusive conduct, during working hours or as a direct extension thereof, toward the Employer, its supervisors, fellow employees, passengers, any representatives of the agencies/facilities being served, and/or any of the property in the possession of the above
- E. Falsification of any information included on the application for employment or of original records required to be kept by the Employer
- F. Failure to follow written or confirmed instructions, policies or procedures of the Employer
- G. Unprovoked assault on the employee's supervisor or Employer representative during working hours
- H. Punching the time clock card of another employee, or the unauthorized completion of a time slip of another employee
- I. Carrying unauthorized persons in Employer vehicles

6.03 PRESENCE OF REPRESENTATIVE

The Employer agrees an employee may be represented by the Union, or a representative of the employee's choice, during any conference in which disciplinary action is contemplated. It shall be the duty and responsibility of the Employer to explain to the employee that employee's right to representation. Following explanation, the employee shall be expected to acknowledge, in writing, that their right to representation has been explained. In addition, the Union shall have the right to be represented at such disciplinary conference, as well, and, in the event that the employee shall so request, shall be allowed to confer with the employee, in advance of the disciplinary conference. The scheduled disciplinary conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence. Disciplinary conferences including the local Union representative shall be reasonably scheduled, consistent with the employee's and Union representative's work schedule.

6.04 APPEAL

Any employee who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article VII- Grievance Procedure of this Agreement.

ARTICLE VII GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties and the members of the Union with respect to the processing and disposition of grievances.

7.01 PURPOSE

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of the work activities of the parties, or the employees, equitable solutions to the problems affecting the parties or the members of the Union which may, from time to time, arise under this Agreement. Both parties hereby agree these proceedings will be kept as informal and confidential as may be appropriate at any Level of the Procedure.

7.02 DEFINITIONS

For the purposes of this Agreement, and this Article, particularly the following definitions shall apply:

A. "Grievance"

A grievance is a claim presented by an employee(s) alleging there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Collective Bargaining Agreement. However, in cases of pure issues of interpretation of this Agreement, only, where following the initiation of a grievance by a grievant, who may or may not be represented by the Union, and in spite of resolution of that grievance between the Employer and the Grievant, the Union may desire to pursue the grievance further, the Union may proceed to arbitration, or, in the alternative, notify the Employer of the Union's refusal to accept the resolution as precedential. The notice required shall be sufficient if, in writing, received by the Employer before the expiration of the time for further processing of the grievance as provided herein.

B. "Grievant"

An aggrieved person(s) shall be an employee(s) who allegedly possesses a grievance and timely presents same in accord with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any level within the time limits prescribed in this Article, will constitute a bar to further processing of the grievance as provided herein.

C. "Timeliness"

Unless extended pursuant to Section 7.16, the failure of either party to meet the time limits set forth in Article VII - Grievance Procedure shall result in the resolution/settlement of the grievance on the basis proposed by the non-offending party.

7.03 REPORTING DISCIPLINARY ACTION

Any and all disciplinary action affecting any employee(s) covered by this Collective Bargaining Agreement, shall be reported, immediately, to the Union, or their designee, in writing, by the Director.

7.04 LEVEL ONE - IMMEDIATE SUPERVISOR

Within Five (5) calendar days of the occurrence, or the employee's discovery of the occurrence, or on the date on which the employee reasonably should have known of the occurrence, which gives rise to the grievance, an employee may, with the assistance and representation of the Union, if requested, initiate a grievance by submitting it in written form to their immediate supervisor. The written grievance shall include a brief factual description of the alleged violation and a reference to the provision of the Agreement violated. The forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance if it is timely filed, in writing, containing the information required above. If no conference before the immediate supervisor is requested, the immediate supervisor, or their designee, shall issue a written decision on the grievance within Five (5) days after the receipt of the written grievance from the Grievant. If a conference before the immediate supervisor is requested at the time the grievance is presented in writing, the conference shall be conducted before the immediate supervisor, or their designee, within Five (5) days following receipt of the written request. A written decision as a result of the conference shall be issued by the immediate supervisor, or their designee, within Five (5) days after the conference has been conducted.

7.05 LEVEL TWO - DIRECTOR

In the event the Grievant wishes to pursue the grievance further, after completion of Level One (1), the Grievant may, with the assistance and representation of the Union, if requested, file an appeal of the decision of the immediate supervisor by presenting a written appeal thereof to the Director within Five (5) calendar days of the date on which the supervisor's decision was rendered, or should have been rendered. The Director shall render a decision on the grievance appeal within Five (5) days following receipt of the written appeal, unless a conference is requested. If a conference is requested, the conference shall be held by the Director within Five (5) days following receipt of the request therefor. A written decision by the Director, or their designee, shall be rendered within Five (5) calendar days following the completion of the conference.

7.06 LEVEL THREE - EXECUTIVE DIRECTOR, I.N.R.C.O.G.

Should the Grievant wish to pursue the grievance further after completion of Level Two (2), the employee and/or a representative of the Union shall, within Seven (7) calendar days following the date upon which the decision of the Director was rendered, deliver to the Executive Director, written notice of appeal which shall be sufficient if in writing, containing a brief factual description of the alleged violation, and a reference to the provision of the Agreement, departmental rule or regulation violated. The Executive Director shall have a period of Seven (7) days from receipt of written appeal by the Grievant, in which to render a decision.

If mutually agreed upon, and prior to arbitration, the grievance may be submitted to PERB for mediation.

7.07 ARBITRATION

In the event that the grievance remains unresolved, after completion of Level Three (3), the employee and the Union shall forward to the Executive Director, written notice of their intention to proceed to arbitration. Such notice shall be forwarded to the Executive Director within Ten (10) calendar days following the date of the decision by the Executive Director, or the Executive Director's failure to timely respond with respect to the grievance.

7.08 SELECTION OF ARBITRATOR

The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

A. By Agreement

The parties shall have a period of Forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot

In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of Five (5) arbitrators. Within Five (5) days after the receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The arbitrator so selected shall be informed of his selection by the parties.

C. Costs

The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. Such expenses shall include the costs of replacing a witness-employee, if replacement is reasonably necessary, who shall appear before the arbitrator, which expense shall be borne by the party who shall call the witness. Both parties shall cooperate in the calling and presenting of the testimony of employee-witnesses to avoid the necessity of calling in replacement employees or work service interruptions.

7.09 PROCEDURES

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator him/herself. The arbitrator shall submit his/her decision in written form to both parties within Thirty (30) days following the conclusion of the hearing(s).

7.10 ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

7.11 APPEALS

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the arbitrator who made the award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, without changing the substance thereof. Such interpretation and construction thereof shall be binding upon both parties.

7.12 EMPLOYEE REPRESENTATION

The Employer and the Union shall control their respective positions, personnel, presentation, and expense. No conference or other procedure, shall be unreasonably delayed to allow a representative of an aggrieved person(s) to appear and participate.

7.13 PRIVACY AT MEETINGS AND HEARINGS

All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the Employer, the Union, aggrieved person(s) and witnesses and their representatives. In addition, hearings before the arbitrator shall be conducted in private as well.

7.14 EXCLUSIVE REMEDY

To the extent allowed by law, it is understood and agreed that for those matters which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein. Should an aggrieved person present the issue involved in a grievance to a forum, other than designated in this Article or the Department of Employment Services, such presentation by the aggrieved person shall constitute an election of remedies and shall relieve the Employer and the Union of any and all further obligation to process a grievance through the Grievance Procedure as set forth herein.

7.15 EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

7.16 TIME LIMITS

The time limits set forth in this Article may be extended only by mutual and written agreement by and between the Employer and the Union.

7.17 ALTERNATIVE MEDICAL GRIEVANCE RESOLUTION PROCEDURE

The Employer shall have the right to require that appropriate medical examinations/tests be conducted by competent medical professionals, in order to maintain adequate and safe standards of service to the public and to minimize employee accidents. For medical issues arising out of employment and the resolution of those issues as between aggrieved persons and the Employer, the parties agree that the following procedure may be used as an alternative to the Grievance Procedure provided herein.

A. Initial Examination/Test

The initial examination/test, requested/required by the Employer from an employee, shall be conducted by the medical professional of the Employer's choice, and at the Employer's expense. The employee shall be entitled to compensation for the time spent for the examination/test and reimbursement for any expenses incurred in connection therewith. The employee's right to continue to work, to claim sick leave benefits, etc., shall be determined consistent with the written reports of the Employer's selected medical professional. The Employer shall notify the employee of the findings/test results of its medical professional by phone, and confirm this notice by forwarding a copy of the written report/result to the employee by regular mail.

B. Second Opinion

If the employee has previously submitted a medical opinion/test which is inconsistent or in conflict with that secured by the Employer, as provided above, the employee may give written notice to the Employer of a desire to proceed directly to paragraph (C) Resolution, below. The notice shall be sufficient if in writing and received by the Employer within Five (5) calendar days of the date that the content of the report of the medical professional selected by the Employer is communicated to the employee. If no previous medical opinion/test has been submitted by the employee and the employee disputes the findings/test results of the Employer's medical professional, the employee may, on their own time and at their own expense, secure a second opinion from a relevant medical professional. The employee's second opinion/test shall be secured within Two (2) weeks after the date on which the employee was notified of the Employer's medical opinion/test results unless reasonably extended by the agreement of both parties. If the employee has failed to timely secure the medical report/test as required above, the Employer's medical report/test shall be binding on all parties. A copy of the written report from the employee's medical professional shall be provided to the Employer. The Employer shall not be responsible for benefits or compensation for time-off between the notice of the

initial examination/test secured by the Employer and receipt by the Employer of the written second opinion from the medical professional secured by the employee for that purpose. Unless the second opinion is accepted by the Employer, Employer's responsibility for wages and/or benefits shall continue to be suspended until the employee shall return to work or the medical opinion/test resolving the dispute is received, as provided below. The employee shall continue, however, to accrue seniority during the period of suspension.

C. Resolution

If the second opinion secured by the employee conflicts with the Employer's decision and the medical basis therefore, and the Employer elects not to change its position, then the Union and the Employer shall select a third relevant medical professional to conduct an additional examination/test. The records of both the Employer's and the employee's medical professional shall be submitted to the third medical professional. The employee shall submit to an additional examination/test, if necessary. The expense of the examination/test, the employee's time off for the third examination/test, and any expenses incurred by the employee in connection therewith, shall be shared equally by the Employer and the Union. The decision of the third medical professional shall resolve the dispute, form the basis for final employment action, and be binding on all parties. In the event the decision of the medical professional that resolves the dispute is favorable to the employee, the employee shall be entitled to compensation, in the form of wages and accumulated benefits, for the period from the second opinion until the final resolution. Pay and the accumulation of benefits for the time off between the original diagnosis and the second opinion shall be the subject of negotiations between the parties with resort to the grievance procedure if a mutual agreement cannot be reached.

ARTICLE VIII LABOR-MANAGEMENT COMMITTEE

8.01 PURPOSE AND MEETINGS OF COMMITTEE

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet at the request of either party. The Labor Management Committee will also be responsible for meeting periodically regarding the Safety Program and counseling, as necessary, concerning the effective administration of the Safety Program. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Labor-Management Committee meetings, post the results or minutes thereof as a means of communicating this information to all employees and supervisors.

8.02 MEMBERSHIP OF THE COMMITTEE

The Committee shall be composed of the following:

A. For Management

1. The Director - Co-Chairman
2. The Operations Manager
3. One other as may be designated by the Employer

B. For the Union

1. President/Business Agent - Co-Chairman
2. Two (2) others as may be designated by the Union

Either party may exclude One (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda, and a list of those who will attend at least Five (5) days in advance of the scheduled meeting date of the Committee. Further, after discussion of any issue at a Labor-Management Committee meeting, the parties may, but need not amend their Bargaining Agreement, subject to re-certification by both parties pursuant to their own internal procedures.

ARTICLE IX SAFETY RULES AND WORKING CONDITIONS

9.01 SAFETY PRECAUTIONS AND EQUIPMENT

The Employer shall make reasonable provision for the safety and health of its employees during their hours of employment and furnish reasonably safe equipment for the employee's use. It shall be the duty and responsibility of the employee to make reasonable safety inspection of each and every vehicle that they use at the commencement of their use, on each and every day of use.

9.02 REPORTING REQUIREMENTS

Each employee shall be required to report, as soon as reasonably practicable, any injury incurred by the employee arising out of and in the course of his employment, any maintenance required for the employee's vehicle, or any safety hazard discovered by the employee either during inspection or the operation of the vehicle during the work day. These reports shall be initially communicated, orally to the Director, or their designee, as soon as possible and reduced to writing at the end of the working day on forms provided by the Employer for that purpose. When the hazardous mechanical condition has been reported and the condition is considered by the employee to constitute a danger to life or property, the employee may refuse to continue to operate the equipment in service until it has been properly evaluated by the Employer. If no one is available to give the employee emergency instructions, the employee shall make reasonable accommodations for their passengers and vehicle. By following instructions and/or making reasonable accommodations, the employee shall not be subject to discipline for those actions by the Employer. However, repetitive, unfounded mechanical complaints resulting in refusals to operate may subject the employee to disciplinary action.

9.03 DRUG AND ALCOHOL TESTING

In the event that the current standards for drug and alcohol testing are modified by the Federal Transit Administration (FTA) and the Employer shall elect not to amend its policy to conform with the FTA modifications, upon written notice from the Union, this Agreement shall reopen for negotiation on the topic of the differences between the FTA modifications and the existing Employer policy, only.

9.04 ACCIDENT REVIEW COMMITTEE

The Accident Review Committee shall be composed of Three (3) Members, One (1) of which shall be a representative of the Employer, One (1) a representative of the Union, and a neutral selected by the other Two (2). The Committee shall adopt Administrative Rules and make Findings of Fact, using minutes and other documentation, on accidents involving injury or property damage in excess of One Thousand dollars (\$1,000.00) (This amount will be increased as provided for in the Code of Iowa) for which the employee is determined to be Fifty (50) percent or more at fault. Appeals of a Committee's determination shall be forwarded to the Labor-Management Committee, per Article VIII of this Agreement, for a determination. The Employer is free to use a determination or findings from the Accident Review Committee for disciplinary or training purposes. The employee is free to access the grievance procedure herein only after, or if, disciplinary action is taken by the Employer that is based on a determination or finding from the Accident Review Committee or Labor Management Committee, or in the event the employee is adversely affected.

ARTICLE X HOURS OF WORK AND OVERTIME

10.01 PURPOSE

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work or pay per day(s) of work, or pay per week. Determination of daily and weekly hours of work shall be made by the Employer.

10.02 WORK WEEK

The work week shall consist of Seven (7) consecutive Twenty-four (24) hour periods commencing on Sunday at 12:00 A.M. and end on Saturday at 11:59 P.M. Except for Special Assignments, employees shall be entitled to Two (2) consecutive days off during the work week.

10.03 WORK DAY

The work day shall generally commence at 5:00 A.M. and conclude at 6:00 P.M. The Employer shall, however, retain the right to establish shifts necessary to meet demand for services, including the right to schedule full-time employees on split shifts for this purpose.

10.04 SAFETY CHECK

Each employee, at the time that they report for the operation of a particular vehicle, shall be authorized and required to conduct a basic safety/maintenance check of that vehicle as part of their time worked for the Employer. The time charged for this purpose shall be the time expended therefore, up to a maximum of One-half ($\frac{1}{2}$) hour. Only One (1) time period for a safety check per vehicle, per employee, per day, shall be allowed.

10.05 LUNCH BREAK

Each employee shall be entitled to One (1) Thirty (30) minute unpaid lunch break per day, which shall be taken as the employee's schedule and work load permits. The lunch break shall be scheduled as close to the mid point of an employee's shift as possible, but no employee shall be required to work more than Five and One half ($5\frac{1}{2}$) hours without a lunch break.

10.06 OVERTIME

Overtime shall be compensated for at the rate of One and One-half (1½) times the employee's straight time hourly rate for hours worked in excess of Forty (40) in any one work week. There shall be no pyramiding of overtime, and an employee shall not be paid more than once for the same hours worked.

10.07 OVERTIME APPROVAL REQUIRED

Any scheduled work to be performed outside the normal designated work day hours, or the employee's normal work schedule, must have the prior approval of the Director, or their designee. Each employee performing work at times other than during their normal work schedule, must notify the supervisor at the time they start and at the time they complete their overtime work. Overtime arising through no fault of the employee, shall be approved by the Employer. If a phone call is required, the cost of the call shall be at Employer expense.

10.08 ADDITIONAL AVAILABLE WORK

When additional work becomes available, for whatever reason, it shall first be distributed within the work force. As an overriding principal, it will be offered/required of employees whose acceptance will not incur any overtime expense for the Employer. Further, it will then be first offered to the most senior qualified volunteer (see Section 4.03(A)), within the particular geographical area. Thereafter, the Employer shall offer the additional available work to employees who have signed the volunteer list maintained by the Employer for that purpose. Volunteers shall be offered the work in order of seniority and may come from outside the particular geographical area. If the Employer is unable, through the volunteer process, to staff the work, the Employer shall have the right to require performance from the least senior or laid off, qualified employee, within the particular geographical area. The employee who shall work Ten (10) consecutive work days during the current semi-annual service run selection period in a position shall be entitled to receive a wage comparable to that which would be received by that employee if he or she were the regular employee with those scheduled hours, or their current wage, whichever is greater, for each hour worked on the Eleventh (11th) day and all hours thereafter in a position. This is a wage increase only, and does not entitle the employee to reclassification under this Agreement, or any benefits that reclassification may accord. Junior employees who refuse the Employer required work assignments shall be subject to disciplinary action by the Employer, with repeat refusals having a bearing on the severity of the discipline.

10.09 EMPLOYEE USE OF EMPLOYER-OWNED VEHICLE

A. General Rule

As a general rule, employee use of Employer-owned vehicles for private purposes, including traveling from home to their service run assignment, shall be prohibited.

B. Exceptions

At the employee's request, management may extend exceptions to the general rule based upon the following considerations:

1. Security of the vehicle.
2. Employee's willingness to wash the vehicle on a weekly basis and provide electrical plug-in service to the head bolt heaters when temperatures are at or below Twenty degrees (20°) Fahrenheit. Actual cost of washing and reimbursement of plug-in service at \$1.50 per day will be paid by the Employer.
3. Ability of the Employer to charge additional commuting miles to contract(s).

4. Availability of another driver to run the service run.

C. Temporary Exceptions

Any of the foregoing exceptions may be granted on a temporary basis. In such cases, the length of the exception shall be generally established with the employee at its commencement.

ARTICLE XI WAGES AND COMPENSATION

11.01 WAGE RATES

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibits "A" and "B", a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

11.02 PAY PERIODS

Two (2) consecutive normal work weeks, as defined in Section 10.02, shall constitute a pay period. The Employer shall not be required to estimate an employee's time for purposes of calculating the amount due an employee on their paycheck. Time sheets are to be turned in to the Employer at the Director's office on the Wednesday (by noon or received in that day's mail, whichever is later) following each normal work week. Failure to timely forward time sheets, as provided herein, may delay an employee's pay day, as hereinafter provided.

11.03 PAY DAY

Pay day shall be the Friday following the completion of the pay period. Effective with the first payroll period after July 1, 2005 (sooner if possible) Payroll for all employees will be made by Direct Deposit by the Employer to the employees on that date for the previous payroll period. In order to insure the timely deposit and availability of pay, the employee must provide the INRCOG Accounting Clerk their time sheets on or before the Wednesday (by noon or received in that day's mail, whichever is later) preceding the pay day.

11.04 PAYROLL ERRORS

Payroll errors made by either the employee or the Employer shall be corrected by addition to or deduction from the next subsequent employee's check on the next subsequent pay day. If no corrections are made within Thirty (30) days following the distribution of an employee's pay check, the check, as delivered, shall be considered binding on both the Employer and the employee.

11.05 PAYROLL INFORMATION

An employee's paycheck should include their hourly rate, overtime rate, and accumulated earnings in each category. In addition, the following deductions made on and from an employee's paycheck shall be noted thereon:

- A. F.I.C.A.**
- B. Federal Withholding**
- C. State Withholding**
- D. I.P.E.R.S.**

- E. Union Dues
- F. United Way Contribution
- G. Other (e.g. child support, savings, etc.)
- H. Employee Health Insurance Contribution (E.H.I.C.)
- I. COPE Contribution

ARTICLE XII VACATIONS

12.01 ELIGIBILITY

Full-time and part-time employees who have completed their probationary period shall become eligible for a vacation with pay on the 1st day of January of each calendar year. Probationary employees shall become eligible on the January 1st following their date of starting to work, but must satisfactorily complete their probationary period before they can take paid vacation. An employee in their first year of employment shall receive a pro rata adjustment as may be necessary to compensate the employee for moving their anniversary date from the date of their employment to January 1st for vacation purposes. Should this transition result in an accumulation of a fractional portion of a day, the employee shall be compensated for that fractional portion of a day at their current applicable rate of pay. The pay adjustment shall be added to the employee's vacation check. Should the transition result in the addition of a full day, the full additional vacation day may be scheduled after January 1st in the employee's first year of employment, after the expiration of their probationary period. Scheduling the day(s) shall be done at the same time as other employees are scheduling their vacations as provided for herein. Thereafter, the employee's anniversary date shall be the first January 1st following the employee's anniversary date of employment. This date shall be used to determine future vacation entitlement, and any pro rata payout upon retirement for accrued or earned, but unused, vacation time.

12.02 AMOUNT OF VACATION

The number of weeks of vacation for an employee shall be based on that employee's continuous service with the Employer as provided in the vacation schedule below. A week of vacation is defined as Seven (7) consecutive calendar days off the work schedule. For a week of vacation, full-time employees shall receive Forty (40) hours of pay calculated at their rate of pay at the time of the vacation and part-time employee shall receive Twenty-five (25) hours at their regular rate of pay at the time of vacation. An employee is eligible for vacation after year(s) of service as provided below:

Employee's Length of Service As of Their Vacation Anniversary Date	<u>Vacation Time</u>
After One (1) year	1 Week
After Two (2) or more but less than Six (6)	2 Weeks
After Six (6) or more but less than Twelve (12)	3 Weeks
After Twelve (12) or more but less than Eighteen (18)	4 Weeks
After Eighteen (18) years	5 Weeks

The Employer shall have the responsibility to provide each employee with information regarding their vacation accumulation, as shown by the Employer's records, on a monthly basis. The information shall be forwarded to the employee with the second paycheck of each month and shall be current through the last day of the previous month.

12.03 CALENDAR YEAR SCHEDULE

The vacation year shall be based on the calendar year--that is, from each January 1st through the following December 31st.

12.04 VACATION PAY

An employee's vacation pay for each day/week of his/her vacation shall be calculated according to the formula as provided in 3.07 of this Agreement.

12.05 VACATION SELECTION

Employee vacations shall be selected, based upon seniority as follows:

A. Vacation Calendar

The Employer shall prepare the Vacation Calendar. The Vacation Calendar shall set forth the maximum number of employees who may be on vacation during any given work week. This determination shall be made by the Employer based upon the minimum staffing requirements necessary to maintain the required level of service of the Employer. The Vacation Calendar for the succeeding year shall be mailed to each employee with the first paycheck in December of the previous year.

B. Selection

The employee vacation selection shall commence on December 15th, or the first working day thereafter. The Employer shall initiate the process by considering and accepting requests for days/weeks available in the order of seniority within classification full-time followed by part-time. The employee must exercise their vacation selection right within Twenty-four (24) hours after notice to do so by the Employer or to be deemed to have waived their selection privilege. The employee selection (Waiver) may be exercised in any of the following ways:

1. In writing

Delivering a list of their preferences in advance to the Employer, in writing, or mail otherwise.

2. Call In

By calling the Employer, on the radio or phone, with a list of their preferences on the day of selection.

3. Employer Exercise of Employee Selection

Where the employee requests the Employer to exercise the vacation selection on their behalf, and the Employer acts in accord with the employee instructions, the Employer shall have no responsibility or liability for the selection, or waiver of selection, made on behalf of the employee.

C. Unselected Vacation Week(s) Waived by Employees During the Selection Process

For those week(s) on the Vacation Calendar that remain unclaimed after the completion of the selection process provided above, the first employee with earned, but unscheduled vacation accrual, who shall file a claim in writing, at least Fifteen (15) days in advance of the first day of requested vacation, shall be entitled to the week claimed. Appropriate notation of the employee claim shall be recorded on the Vacation Calendar maintained by the Employer.

D. Unpaid/Special Vacation Requests

Requests for unpaid/special vacation (up to a maximum of One (1) week) shall be submitted to the Employer, in writing, setting forth the dates requested and the reasons therefore. Any requests over and above the amounts provided on the Vacation Calendar shall be denied unless a replacement employee can be found without incurring any overtime liability for the Employer. Requests within the amounts provided on the Vacation Calendar, may be granted by the Employer in its sole discretion. All requests shall be submitted Fifteen (15) days in advance of the first day of the requested time off. The Employer shall respond, approving or denying the request, at least Ten (10) days in advance of the first day of the requested time off.

12.06 PARTIAL WEEKS OF VACATION/ DAY-AT-A-TIME OPTION

Employees with Two (2) weeks or more of vacation may elect to use One (1) week or more of vacation as partial week(s) or at a day-at-a-time. Use of vacation in this manner shall be subject to the following limitations and restrictions:

A. No Overtime

Employee use shall not result in an expenditure of overtime by the Employer for replacement personnel.

B. Notice

An employee desiring to use a day of vacation shall be required to give Fifteen (15) days notice of such desire to the Employer, and the Employer shall be required to respond to the notification from the employee within Five (5) days of the receipt thereof.

C. Employer Approval

Employee use shall be subject to Employer approval, which approval shall not be unreasonably withheld.

12.07 LIMITATIONS

A. No Vacation Carryover From Year to Year

It is the Employer's established policy that employees should take their vacation time-off each year. To that end, carryovers from year to year will not be permitted.

B. Vacation Schedule Changes

If the Employer finds it necessary to reschedule an employee's vacation period because of unexpected staffing shortages or other operational problems, or if the employee shall be unable to take vacation due to illness or injury occurring before the vacation is to be taken, the employee will be offered a choice of pay in lieu of time off, or an alternate vacation period, subject to other scheduled vacations previously approved. If two or more employees are scheduled for the same time period, and a schedule change is necessary, the principle of inverse seniority shall apply. If necessary, the Employer shall waive the carryover limitation in order to reschedule to the employee's satisfaction.

C. Employee Separations

Employees who resign or retire and who give proper written notice of Two (2) or more weeks in advance of their requested separation date or have an Employer approved good cause for a shortened notice period, and then actually work their regular schedule throughout the notice period, will be paid their earned and accumulated, but unused, vacation pay. Employees who resign or retire without giving the required notice, who quit without proper notice, or who are separated for any other reason, shall receive only unused vacation pay, if any, remaining due for the current vacation year. A period of layoff as provided herein is not considered to be a separation for the purposes of this Subsection. However, an employee who is laid off for more than Thirty (30) days shall be entitled to claim and be paid, at their option, their earned and accumulated vacation pay upon notice, as provided above.

ARTICLE XIII HOLIDAYS

13.01 RECOGNIZED HOLIDAYS

All full-time and part-time employees shall be eligible for the following Six (6) holidays:

A. New Year's Day

B. Memorial Day

C. Independence Day

D. Labor Day

E. Thanksgiving Day

F. Christmas Day

13.02 HOLIDAY PAY

Employees who are eligible for holiday pay, shall be paid per the provisions of Section 3.07 of this Agreement.

13.03 COMPLIANCE WITH THE POSTED WORK SCHEDULE

In order to qualify for holiday pay, an employee must work, or be on approved compensated or approved uncompensated leave from his/her regularly scheduled work shift or work day immediately preceding the day of, and his/her regularly scheduled work shift or work the day immediately following each holiday, unless excused in advance by the Employer.

13.04 WORK ON HOLIDAYS

Every employee who works on any holiday recognized as per Section 13.01 above, shall be paid One and One-half (1½) times the employee's straight time rate of pay for all hours worked, in addition to any the Holiday Pay (See 13.02 of this Article).

13.05 HOLIDAY DURING VACATION

When a holiday falls during an employee's scheduled vacation, said employee shall not be charged a vacation day for the holiday.

13.06 DAY OF CELEBRATION

A holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on Sunday shall be observed on the following Monday.

ARTICLE XIV LEAVES

14.01 SICK LEAVE

The following, in addition to the pay-out process described in Section 3.07 of this Agreement, shall govern and control the relationship by and between the employees and the Employer with respect to absence from their employment caused by illness or injury:

A. Accumulation

A full-time employee shall earn Eight (8) hours per month of paid sick leave at the regular rate of pay, and a part-time employee shall earn Five (5) hours per month of paid sick leave at the regular rate of pay. Full and part-time employees shall be allowed time off work because of illness or injury. However, sick leave may not be used as a supplement to worker's compensation in the case of an on-the-job injury. No employee shall be eligible for sick leave compensation for illness or injury until after they have completed their probationary period. Probationary employees who become ill or injured shall have their period of probation extended by the length of time lost due to illness or injury. The Employer shall have the responsibility to provide each employee with information regarding their sick leave accumulation, as shown by the Employer's records, on a monthly basis. The information shall be forwarded to the employee with the second paycheck of each month and shall be current through the last day of the previous month.

B. Family Illness

In case of sickness in the immediate family, time off with pay will be allowed upon evidence of need supported by a medical doctor's certificate. A maximum of Seventy-two (72) hours of accumulated sick leave can be used by the employee in any one fiscal year for this purpose. Except for family illness, sick leave may be used in minimum increments of two (2) hours.

C. Maximum Accumulation

The maximum accumulation allowable for an employee is four hundred (400) hours.

D. Wellness Bonus

Employees who have accumulated Two hundred forty (240) hours of sick leave at the commencement of each succeeding month, shall be eligible for a wellness bonus. In the event that the eligible employees make no claims for sick leave during the month, the employee shall be entitled to One (1) additional hour of vacation as a bonus for the absence of sickness claims during the month. A wellness bonus shall be available only to employees who qualify under the terms and conditions set forth above. The wellness bonus of vacation hours shall be added to an employee's vacation entitlement, and subject to the same terms and conditions, so far as utilization thereof, as are provided in Article XII - Vacation of this Agreement.

E. Sick Leave Limitations

Only compensable work days missed will be paid for. Sick leave time is not actual worked time and does not apply towards overtime. While on paid sick leave, an employee will earn sick leave and vacation. Using sick leave for doctor's appointments is not permissible, except for out patient surgery, specialized test or treatment for which the medical provider will not schedule on the employees off duty time and unplanned medical emergencies which necessitate immediate medical or dental care.

F. Report

An employee shall have the duty and responsibility to report their illness or injury to the Employer as soon as it is reasonably possible after it is known. The report shall be sufficient if orally made to the Director, or their designee, at least One (1) hour prior to the commencement of the employee's work assignment. This duty to report shall continue on a daily basis, unless the employee is hospitalized, under the care of a physician or the requirement is waived by the Employer. Those employees who are not required to make a daily report shall report to the Employer on a weekly basis as agreed between them. Employees reporting on a weekly basis shall give notice to the Employer of their intention and ability to return to work by 10:00 a.m. the day prior to the date on which they intend to return.

G. Doctor's Certificate Required

An employee may be required to furnish a medical doctor's certificate when returning from a sick leave exceeding Four (4) consecutive days, or more than Eight (8) occurrences/days in any One (1) Contract year. To require a doctor's certificate, the Employer must advise the employee of this requirement at the time that the employee calls in sick or injured. The required doctor's certificate shall be turned in with an employee's time sheet.

H. Abuse of Sick Leave

1. Mistaken Diagnosis

An employee suspected of abuse based upon a mistaken diagnosis may be required to submit to an appropriate physical examination by a Doctor of the Employer's choice and at the Employer's expense. If the Doctor's findings do not confirm the reported illness by the employee, the employee shall be subject to disciplinary action by the Employer, and shall also forfeit any compensation that he/she may have received as a result of the filing of the mistaken claim, subject to appeal. To contest the disciplinary action of the Employer, the employee shall be required to submit written physician certification of the employee reported diagnosis at their expense. In the event of a medical dispute, the dispute shall be resolved pursuant to the procedure set forth in Article VII-Grievance Procedure, including Section 7.17 thereof.

2. Falsification

An employee suspected of abuse due to falsification of the reason for the use of the sick leave may be required to submit to an appropriate physical examination by a Doctor of the Employer's choice and at the Employer's expense. If the Doctor's findings do not confirm the reported illness by the employee, and the employee is found to have falsified the reasons for the use of sick leave, the employee shall be subject to disciplinary action by the Employer, and shall also forfeit any compensation that he/she may have received as a result of the filing of the false claim.

14.02 FUNERAL LEAVE

A full-time or part-time employee shall, after successful completion of Three (3) months of their probationary period, be eligible for paid leave of absence in the following amounts and for the following purposes:

A. Immediate Family

In the case of a death in the employee's immediate family, defined as spouse, children or stepchildren, mother or father, mother-in-law or father-in-law, the employee shall be allowed a maximum of Five (5) work days off with pay, within a consecutive Seven (7) calendar day period. Time off shall be taken consecutive with the date of the funeral.

B. Relative

In the case of a death in the employee's broader family, defined as natural or stepbrother or sister, grandchild, grandparent, child's spouse, brother-in-law, sister-in-law, niece or nephew, shall be allowed a maximum of Three (3) work days leave with pay, within a consecutive Seven (7) calendar day period. Time off shall be taken consecutive with the date of the funeral

Funeral leave time is not considered to be time actually worked and, therefore, does not count toward overtime. Further, only scheduled compensable work days missed will be paid for at the employee's regular rate of pay. An eligible employee shall be paid as is prescribed in Section 3.07. Any funeral leave provided for above may be extended by the Director, upon request, without pay, especially where travel is required for attendance at the funeral. Verification of attendance at a funeral may be required by the Director as a condition of compensation.

14.03 JURY/WITNESS DUTY

It is hereby recognized jury duty is a civic responsibility of each and every employee-citizen of the community; however, in the event an employee shall be called for jury duty, the Employer reserves the right to have the employee request to be excused from such duty in the event circumstances reasonably warrant such a demand. The employee shall notify the Employer of receipt of the call to jury duty as soon as reasonable practicable. In the event the request by the employee is denied by the judge, or in cases where the Employer makes no such demand, the employee shall be excused from his/her regular duty for that period of time necessary to perform the employee's duties as a juror. During the absence, the employee shall be paid at his/her regular rate of pay for a normal work shift, less any compensation or fees earned by him/her for service as a juror, exclusive of any mileage reimbursement. An eligible employee shall be paid for either the actual time spent as a juror or witness or the number of hours the employee was scheduled to work, per their service run assignment, whichever is less. The employee shall be required to provide evidence to the Employer on days where compensation for service as a juror is claimed from the Employer, that the employee, in fact, reported for and served as a juror for all the hours during which the employee would have normally been employed and/or at work. Unless excused by the Court, an employee who shall fail to report to the Employer as soon as reasonably practicable after being excused from service as a juror, shall forfeit the right to reimbursement by the Employer for all or any portion of the day on which they

failed to so report. Witness duty shall be treated the same as jury panel duty, in the event the employee is served with a subpoena.

14.04 RELIGIOUS LEAVE

Any employee whose religion affiliation requires the observance of holidays, other than those scheduled in this Agreement, shall be excused from his/her employment for the observance of such holiday without pay. In order to be entitled to the time off, the employee shall give Ten (10) days written notice, in advance, of the date on which he/she will be absent.

14.05 MATERNITY LEAVE

After the exhaustion of sick leave benefits (and other benefits at the option of the employee), a maternity leave (in accordance with applicable federal and state laws) without pay (but without loss of seniority) shall be granted and may be taken by the employee. The employee's physician shall determine when such leave shall commence and when, after delivery of the child, the employee is physically able to return to work. The refusal of an employee to return to work, after being certified as able to do so by her physician, shall constitute a voluntary quit by the employee. The provisions set forth above shall be subject to any limitation or modification as may be required by applicable law.

14.06 MILITARY LEAVE

In the case of military leave, all employees shall be accorded all rights as are prescribed by Chapter 29A.28 of the Code of Iowa (1990). Before a military leave must be granted by the Employer, the employee shall present a copy of their orders or a letter from their Commanding Officer Thirty (30) days, or as much time as is reasonably possible, prior to the commencement of the military leave. In such event the employee must present a statement to the Employer after termination of the military service, which must contain the following information:

- A. The date it is prepared**
- B. The date of induction**
- C. The date of release from duty**
- D. The employee's name**
- E. The employee's rank**
- F. The title and address of the commanding officer who prepared and executed the statement or certificate, (or employee if commanding officer refuses)**

Failure to file such a statement and report promptly after completion of military service shall subject the effected employee to loss of benefits which may have accrued to him under this Agreement during his absence, and to a loss of entitlement to pay during the periods of time between his termination of service and his attempted return to work for the Employer. Further, the employee, upon prompt filing of the Application for Reinstatement (within Thirty (30) days of his discharge from the Armed Forces) shall be entitled to exercise his right of seniority with respect to employment opportunities which may arise within the Employer's organization.

14.07 EXTENDED LEAVES

A. Good Cause

Leaves of absence without pay and without loss of seniority may be granted to an employee by the Employer for any bona fide reasons, not to exceed a period of Thirty (30) calendar days. An employee is encouraged to request, in writing, a leave of absence at least Seven (7) calendar days before the leave would commence. The leave may be extended by the Employer upon written request from the employee within Seven (7) days prior to the current leave's expiration date. In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or ability to work before said leave is granted or extended. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties.

B. Suspension of Fringe Benefits

An employee granted a leave of absence of Thirty (30) calendar days or less shall not experience a disruption in fringe benefits. However, an employee granted a leave of absence for greater than Thirty (30) calendar days shall not be eligible for any fringe benefits provided under this Agreement (e.g. vacation accrual, sick leave accrual, holiday pay, casual day, leaves of any kind, etc.) during the period of such leave, except as otherwise provided by state law.

C. Seniority

For good cause shown, an employee may continue to accrue seniority for up to Ninety (90) days of the approved leave. If the leave is resultant from the medical needs of the employee, the Employer may extend seniority accrual for an additional Ninety (90) days upon employee presentation of the following written statements:

1. Physician Statement

A statement from the employee's attending physician to the effect that the employee will be physically capable of performing the necessary functions required by the employee's current job assignment and that the employee will be able to return to work within the next Ninety (90) days.

2. Employee Statement

That, as soon as released by the employee's physician, the employee intends to return to work.

D. Return Required or Termination

If the employee does not return to work immediately upon the expiration of the leave of absence, or extension thereof, the employee may be terminated.

E. Job Availability

Upon return from leave of absence, the employee shall return to their former job, if physically qualified, and if said job is in existence. If no job exists for which the employee is qualified under Section 4.03 - Qualifications and Seniority, then the employee shall be moved to casual status until such time as a position(s) becomes available which the Employee's Qualifications and Seniority entitle him/her to secure.

14.08 CASUAL DAY

During each Contract Year, each full-time and part-time employee shall receive, at the commencement of the first full pay period of the Contract Year, Three (3) regular work days, as determined by Section 3.07, of time off to be used for personal purposes.

A. Notice by Employee

In order to exercise the employee's right to that day off, the employee must notify the Employer in writing of the desire to take a particular day off at least Ten (10) calendar days in advance thereof.

B. Employer Response

The Employer shall respond verbally, to the employee's written request, within three (3) calendar days of receiving the written request and follow-up with written confirmation. If the Employer fails to respond within three (3) calendar days after the request is received, then the requested day off shall be automatically granted.

C. Carryover Prohibited

While there shall be no right to carryover casual days to the next fiscal year, where the Employer has denied the employee's right to use a requested casual day in the last month of the Contract Year, the employee shall be entitled to carry over the unused Casual Day for a period of Thirty-one (31) calendar days during which the employee shall have the right to request the use of the carried-over Casual Day. If, again, the employee use of the Casual Day is denied by the Employer, the Employer must then compensate the employee for One (1) day of work, calculated as per the calculation for each day of vacation, which amount shall be added to the employee's next regular paycheck.

D. Use in Emergencies

In addition to the foregoing, an eligible employee may, when faced with an emergency, be entitled to use their Casual Day to secure time off without loss of compensation therefore. The Employer may, however, require that proof of the factual emergency be submitted by the employee to entitle the employee to this benefit.

E. Immediate Use

An eligible employee may, by providing a willing, similarly qualified and physically able employee who is willing to work their regularly scheduled Service Run, be entitled to exercise their right to use the Casual Day by giving the Employer Twenty-four (24) hours notice of their desire, and the confirmed willingness, in writing, of the other employee to work that employee's Service Run on the day requested. However, it is understood that the employee replacement designated to facilitate the use of the Casual Day, shall not result in the incurrence of any overtime by the Employer.

F. Payout of Casual Days

An employee who does not utilize his or her casual days by the end of the fiscal year, shall receive a payout of the unused days no later than the 2nd pay period of August. The payment shall be based on the employee's regular hourly rate of pay on the preceding June 30th.

G. Transfer of Casual Days to Health Insurance Reimbursement

RTC employees who purchase an INRCOG insurance health policy may, in lieu of utilizing his or her Casual Days, transfer an amount equal to the value of each casual day to the cost of the INRCOG health insurance policy. The value of the casual day shall be determined by multiplying the appropriate number of hours, as defined in 3.07, by the employee's regular hourly rate at the time of transfer. An employee who wants to utilize this option must notify INRCOG in June of each year of the number of Casual Days he or she wishes to transfer during the next fiscal year. The dollar value of the casual day(s) shall be applied towards the health insurance reimbursement on the 1st payday following July 1 (1st day), November 1 (2nd day) and March 1 (3rd day).

14.09 FAMILY AND MEDICAL LEAVE

The Employer agrees to comply with the Family and Medical Leave Act of 1993, to the extent required by law.

ARTICLE XV MISCELLANEOUS

15.01 TERM

The term of this Agreement shall be in full force and effect from and after the 1st day of July, 2005, through and including the 30th day of June, 2007, and shall continue in full force and effect from year to year thereafter, unless either party gives written notice to the other of their intention and desire to change and/or modify, amend, or terminate the same no later than September 15th preceding the expiration date of this Agreement, or any annual renewal period thereof.

15.02 SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or agency, the remainder of this Agreement, and all Addendum thereto, shall not be effected thereby, and the remainder of this Agreement, and any Addendum attached thereto, shall remain in full force and effect for the life of this Agreement.

15.03 WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any Employer representative, or any individual employee or group of employees, unless such Agreement is made with the full knowledge and sanction by the Employer and the Union. Further, any such unauthorized waiver or variation of the terms of this Agreement, by either party, shall not constitute a precedent for future enforcement of all terms and conditions included therein.

15.04 IMPASSE

In the event that the parties reach a good faith impasse in bargaining, the parties agree that the terms and provisions of the Public Employment Relations Act, Chapter 20, Code of Iowa, shall govern and control their rights, duties and responsibilities.

15.05 I.P.E.R.S. CONTRIBUTIONS

The Employer shall make the legally required contribution on behalf of each qualified employee, and each qualified employee shall make the legally required contribution on their own behalf, to the Iowa Public Employees Retirement System (I.P.E.R.S.).

15.06 PURCHASE OF H.M.O. COVERAGE THROUGH A CAFETERIA PLAN

Effective July 1, 1994, the Employer shall make available a comprehensive Health Maintenance Organization (HMO) insurance plan for purchase by eligible employees through its existing Section 125, Internal Revenue code, cafeteria plan. The Employer shall pay the full cost of setting up and administering the Section 125 Plan.

15.07 DEFERRED COMPENSATION PLAN

The Employer maintains a deferred compensation plan pursuant to the requirement of Section 457 and 401(a)(9) of the Internal Revenue Code of 1986, as amended, for employees of INRCOG. The Employer agrees to amend that plan to allow employees of INRTC to participate, effective with the commencement of this contractual year. It is understood and agreed that this Plan is funded solely by employee contributions and is subject to employee direction so far as investment decisions are concerned.

15.08 MEDICAL INSURANCE REIMBURSEMENT

Beginning on the first (1st) of the month after a full-time or part-time Employee completes their probationary period, as defined in this Agreement, the Employee shall be eligible for a monthly medical insurance reimbursement from the Employer. The maximum per month reimbursement per Employee shall be Two hundred dollars (\$200), and shall not exceed the premium amount paid by the Employee. In order to receive said reimbursement, an Employee shall submit to the Employer proof of a paid medical insurance premium. Said documentation shall be submitted at the end of each month for which the Employee is seeking reimbursement. Said reimbursement shall not be considered income by the Employee, unless required by law.

SIGNATURES:

EMPLOYER:

IOWA NORTHLAND REGIONAL TRANSIT COMMISSION

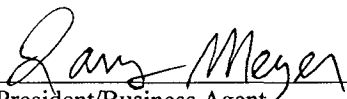
By: 
Director

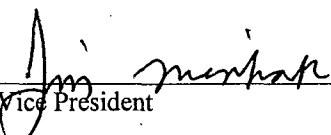
By: 
Executive Director - INRCOG

By: 
Chair of the Board - INRCOG

UNION:

THE AMALGAMATED TRANSIT UNION, A.F.L.-C.I.O./C.L.C. and its affiliated Local No. 1192

By: 
President/Business Agent

By: 
Vice President


By: 
Financial Secretary

EXHIBIT "A"

Effective with the first full pay period after July 1, 2005, the following hourly wage rates would apply:

	<u>CASUAL</u>	<u>PART-TIME</u>	<u>FULL-TIME</u>
0 - 6 Months	\$8.84	\$9.39	\$9.59
6 Months - 2 Years	\$9.20	\$9.65	\$10.20
2 Years - 4 Years	\$9.20	\$9.88	\$10.80
After 4 Years	\$9.20	\$10.13	\$11.50

EXHIBIT "B"

Effective with the first full pay period after July 1, 2006, the following hourly wage rates would apply:

	<u>CASUAL</u>	<u>PART-TIME</u>	<u>FULL-TIME</u>
0 - 6 Months	\$9.28	\$9.86	\$10.07
6 Months - 2 Years	\$9.66	\$10.13	\$10.71
2 Years - 4 Years	\$9.66	\$10.37	\$11.34
After 4 Years	\$9.66	\$10.64	\$12.07

OPEN CASES BY CEO TYPE
06/16/2006

	Sector 1	Sector 2	Sector 3	Total
AEA	0	0	0	0
AEA Support	0	0	0	0
CC	2	0	0	2
CC Support	0	1	0	1
K/12	1	3	6	10
K/12 Support	4	6	7	17
City	3	4	3	10
County	4	4	1	9
State	0	0	0	0
TOTAL	14	18	17	49

FACT-FINDING REPORTS RECEIVED
06/16/2006

01/06/2006	Keokuk/Police FF: James O'Brien Hearing: 12/27/2005	354	3
02/10/2006	Black Hawk Co./PPME (Custodial) FF: Dennis Krueger Hearing: 01/27/2006	77	2
02/14/2006	Black Hawk Co./PPME (Support) FF: Kim Hoogeveen Hearing: 01/31/2006	76	2
03/02/2006	Clinton/Police FF: R.J. Miller Hearing: 02/21/2006	162	3
03/08/2006	Mt. Pleasant/PPME (Police) FF: Lon Moeller Hearing: 02/21/2006	1097	2
03/15/2006	Johnson Co./AFSCME FF: Lon Moeller Hearing: 03/01/2006	347	3
03/22/2006	Black Hawk Co./PPME #2003 (Nurses) FF: Ed Suntrup Hearing: 02/03/2006	81	2
03/24/2006	Clinton/Fire FF: Fred Kessler Hearing: 03/10/2006	159	3
03/27/2006	Guthrie County/Teamsters (Roads) FF: Sterling Benz Hearing: 03/14/2006	936	1
03/27/2006	Cherokee/IUOE #234 FF: Tom Yaeger Hearing: 03/07/2006	143	1
04/07/2006	Ames/Firefighters FF: Kim Hoogeveen Hearing: 03/24/2006	40	1

06/01/2006	Waukee/CWA FF: Paul Lansing Hearing: 05/19/2006	1019	1
06/06/2006	Atlantic CSD/Ed. Support FF: Kristin Johnson Hearing: 05/22/2006	55	1
06/12/2006	Marion/Police FF: Tom Gallagher Hearing: 06/05/2006	605	2
06/12/2006	Cardinal CSD/Ed Support FF: Marla Madison Hearing: 05/25/2006	781	3
06/12/2006	Garner-Hayfield CSD/Ed Services FF: Dick Pegnetter Hearing: 05/25/2006	1052	1

Total: 16

ARBITRATION REPORTS RECEIVED
06/16/2006

03/20/2006	Keokuk/Police Arb: Ron Hoh Hearing: 03/09/2006	354	1
05/17/2006	Guthrie County/Teamsters (Roads) Arb: Harvey Nathan Hearing: 05/11/2006	936	1
05/30/2006	Ventura CSD/EA Arb: Mike Thompson Hearing: 05/15/2006	592	1
05/30/2006	Dubuque/Fire Arb: Mike Thompson Hearing: 05/03/2006	147	2
06/08/2006	Bettendorf CSD/EA Arb: Stan Michelstetter Hearing: 05/24/2006	75	3
06/12/2006	Clinton/Police Arb: Marvin Hill Hearing: 05/30/2006	162	3

Total: 06